

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Christian Jalaff & Stella Jalaff

) Case No.

SSN: XXX-XX- 2336

) Hearing Date:

SSN: XXX-XX- 8812

) Hearing Time:

Debtor(s).

) Hearing Location: ____

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions set out in Part 5.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 **Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$1,025.00 per month for 60 months.

(B) \$ ____ per month for ____ months, then \$ ____ per month for ____ months, then \$ ____ per month for ____ months.

(C) A total of \$ ____ through ____, then \$ ____ per month for ____ months beginning with the payment due in ____, 20 ____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of ____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

CURE PERIOD

-NONE-

6 months

3.3 **Pay the following sub-paragraphs concurrently:** (Payments to be made by the Trustee under this paragraph shall cease when the proof of claim has been paid in full, the Chapter 13 plan has completed, or the Court so orders.)

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

-NONE-

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
---------------	-----------------	----------------------

-NONE-

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

-NONE-

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR / TRUSTEE
Wells Fargo National Bank	\$1,200.00	Debtor
Wells Fargo Bank Nv Na	\$300.00	Debtor

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
---------------	------------------	---------------

-NONE-

3.4 **Attorney Fees.** Pay Debtor's attorney \$2,350.00 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the lesser of the plan length or 48 months.

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Wells Fargo National Bank	\$16,000.00	48 months	0.00%
Wells Fargo Bank Nv Na	\$6,000.00	48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.25% interest. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
Santander Consumer Usa	\$16,436.00	60 months	\$16,436.00

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.25% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	PROPOSED PERIOD	TOTAL w/ INTEREST
-NONE-			60 months	

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE DUE	TRUSTEE / CO-DEBTOR	PERIOD	INTEREST RATE
-NONE-				

(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$2,400.00 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR	EST TOTAL DUE	TRUSTEE / CO-DEBTOR	INTEREST RATE
Usdoe/Glelsi	\$25,983.00	C-Signor	

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
----------	-----------	------------------------------

3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Internal Revenue Service	\$531.00
Missouri Department of Revenue	\$623.00
Internal Revenue Service	\$2,903.00
Missouri Department of Revenue	\$940.00

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$143,070.32. Amount required to be paid to non-priority unsecured creditors as determined by § 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$7,141.00. Amount required to be paid to nonpriority unsecured creditors as determined by § 1325(b) calculation: \$0.00. Debtor guarantees a minimum of \$7,141.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) and requests that the Court grant the creditor relief from the stays under sections 11 U.S.C. 362 and 1301. Any deficiency shall be paid as non-priority unsecured debt, unless noted otherwise below.

☐ Any deficiency shall be paid.

☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral. (This paragraph shall not be effective unless the box is checked)

CREDITOR NAME	COLLATERAL
-NONE-	

(C) ~~Rejected Executory Contracts/Leases~~. Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR NAME

CONTACT / LEASE

-NONE-

Part 4. OTHER STANDARD PLAN PROVISIONS

- 4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).
- 4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.
- 4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.
- 4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.
- 4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.
- 4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.
- 4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:

- 5.1 _____
- 5.2 _____

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 01-22-20 DEBTOR: /s/ Christian K. Jalaff

DATE: 01-22-20 DEBTOR: /s/ Stella M. Jalaff

/s/ Michael Doyel
Attorney for Debtor(s)
MOBAR #42478
EDMO #42478

DATE: 01-22-20 10820 Sunset Office Drive, Suite 124
St. Louis, MO 63127
314-909-9909
314-909-6626 fax
mike@doyellaw.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was filed electronically on January 22, 2020 with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronically Mail Notice List.

I certify that a true and correct copy of the foregoing document was filed electronically on January 22, 2020 with the United States Bankruptcy Court, and will be served by Regular United States Mail Service, first class, postage fully pre-paid, address to those parties on the Court's Manual Notice List and listed below on January 22, 2020.

Account Resolution Cor
700 Goddard Ave
Chesterfield, MO 63005

Account Resolution Corp
700 Goddard Ave.
Chesterfield, MO 63005

Arsenal Credit Union
3780 Vogel Rd
Arnold, MO 63010

AT&T
P.O. Box 5014
Carol Stream, IL 60197

AT&T Mobility
P.O. Box 536216
Atlanta, GA 30353

Axcssf/Cngo
7755 Montgomery Rd Ste 4
Cincinnati, OH 45236

Banfield Pet Hospital
10900 Sunset Office Drive
Saint Louis, MO 63127

Bank of America
P.O. Box 5170
Simi Valley, CA 93162

Caduceus Corporation
P.O. Box 78515
Saint Louis, MO 63178

Caine Weiner
Po Box 55848
Sherman Oaks, CA 91413

Capital One/Best Buy

Cavalry Portfolio Serv
Po Box 27288
Tempe, AZ 85285

Cb/Amrtv
Po Box 182789
Columbus, OH 43218

Cbna
Po Box 5002
Sioux Falls, SD 57117

Check N Go
676 Gravois Blvd
STE C
Fenton, MO 63026

Check N Go
7755 S Montgomery Road
Cincinnati, OH 45236

Choice Recovery
1550 Old Henderson Rd St
Columbus, OH 43220

Citi
P.O. Box 9001037
Louisville, KY 40290

Citifinancial
300 Saint Paul Pl
Baltimore, MD 21202

Comenity Bank/Justice
Po Box 182789
Columbus, OH 43218

Comprehensive Path Services
P.O.Box 842049
Kansas City, MO 64184

Credit One Bank Na
Po Box 98875
Las Vegas, NV 89193

D&A Services
1400 E Touhy
STE G2
Des Plaines, IL 60018

Daniel Rabin
P.O. Box 480707
Kansas City, MO 64148

Day Knight & Associates
15559 Manchester Road
Ballwin, MO 63011

Dr Josh Carmon
5809 S Lindbergh Blvd
Saint Louis, MO 63128

ERC
P.O. Box 23870
Jacksonville, FL 32241

Ernst Radiology
55 West Port Plaza
Suite 300
Saint Louis, MO 63146

Fenton Emergency Group LLC
P.O.Box 731584
Dallas, TX 75373

Fia Card Services
Po Box 982238
El Paso, TX 79998

First Premier Bank
601 S Minnesota Ave
Sioux Falls, SD 57104

I C System
Po Box 64378
Saint Paul, MN 55164

IC System
P.O.Box 64375
Saint Paul, MN 55164

Internal Revenue Service

Kohls/Cap1
N56 W 17000 Ridgewood Drive
Menomonee Falls, WI 53051

Kohls/Capone
N56 W 17000 Ridgewood Dr
Menomonee Falls, WI 53051

Mercy Hospital
P.O. Box 504856
Saint Louis, MO 63150

Missouri Department of Revenue
P.O. Box 385
Jefferson City, MO 65105

Missouri Department of Revenue
P.O. Box 475
Jefferson City, MO 65105-0475

Olga Gonzales
041 Camino
Linares,

Onemain
Po Box 1010
Evansville, IN 47706

Onemain Financial
Po Box 1010
Evansville, IN 47706

PayPal Credit Credit Service
P.O. Box 960006
Orlando, FL 32896

Phoenix Financial Serv
8902 Otis Ave Ste 103a
Indianapolis, IN 46216

Portfolio
120 Corporate Blvd, Ste 1
Norfolk, VA 23502

Portfolio Recov Assoc
150 Corporate Blvd
Norfolk, VA 23502

Portfolio Recovery Associates LLC
P.O. Box 12914
Norfolk, VA 23541

Progressive Direct Auto
P.O. Box 31260
Tampa, FL 33631

Progressive Leasing
256 W Data Drive
Draper, UT 84020

Reg Crdt Ser
12 West 12th St
Washington, MO 63090

Sallie Mae Bank Inc
Po Box 3229
Wilmington, DE 19804

Santander Consumer Usa
Po Box 961245
Ft Worth, TX 76161

Speedy Cash
Attn: Bankruptcy
P.O. Box 780408
Wichita, KS 67278

Spire
Drawer 2
Saint Louis, MO 63171

SSM Health
St Clare Hospital
P.O. Box 776236
Chicago, IL 60677

St Luke's Hospital
232 South Woods Mill Road
Chesterfield, MO 63017

State Farm Fire and Casualty Company
P.O. Box 853907

Sunrise Credit Service
260 Airport Plaza Blvd
Farmingdale, NY 11735

Syncb/Amer
4125 Windward Plaza
Alpharetta, GA 30005

Syncb/Care Credit
950 Forrer Blvd
Kettering, OH 45420

Syncb/Jcp
Po Box 965007
Orlando, FL 32896

Syncb/Land T
P.O. Box 965007

Syncb/Lin
4125 Windward Plaza
Alpharetta, GA 30005

Syncb/Tjx Cos
Po Box 965015
Orlando, FL 32896

Travelers Insurance
20 Allen Ave
STE 310B
Saint Louis, MO 63119

Usdoe/Glelsi
2401 International Lane Pob 7859
Madison, WI 53704

Wells Fargo Bank Nv Na
Po Box 31557
Billings, MT 59107

Wells Fargo National Bank
P.O. Box 660553
Dallas, TX 75266

/s/ Michael E. Doyel

